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Title: **Saugerties, Town of and Communication Workers of America (CWA), AFL-CIO, Local 1120 (2008)**

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Union: **Communication Workers of America (CWA), AFL-CIO**

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AGREEMENT BETWEEN



THE TOWN OF SAUGERTIES AND THE COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 17 2009

ADMINISTRATION

January 1, 2008 to December 31, 2010

CLERICAL/POLICE DISPATCHERS

1/1/08 – 12/31/10 TOS CLERICAL/POLICE DISPATCHERS
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BOLD/UNDERLINING DENOTES CONTRACT LANGUAGE CHANGES

ARTICLE 1: RECOGNITION

- A. The Town recognizes the Communications Workers of America, AFL-CIO, hereinafter "THE UNION" as the sole and exclusive representative and bargaining agent for the purpose of collective negotiations to establish salaries and wages, fringe benefits, hours of work and other terms and conditions of employment for all clerical employees and police dispatchers. The Town will not negotiate with nor grant rights afforded under the terms and provisions of this agreement to any other employees' organization in connection with the employees in this group for the duration of this Agreement.
- B. The parties recognize the usage of the masculine gender throughout this agreement denotes both the feminine and masculine gender employees.

ARTICLE 2: CIVIL SERVICE EXAMINATIONS

Unit members who are scheduled to take open competitive examinations for the positions in which they are provisional or scheduled to take promotional exams within the same department administered by the Department of Civil Service for positions in town service, may be granted time off with pay to take such examinations if they are only scheduled during the work shift of the unit member(s).

ARTICLE 3: RIGHTS & PRIVILEGES OF THE UNION

- A. **BULLETIN BOARD:** Suitable bulletin boards, supplied by the Union, or bulletin board space, neither to exceed 2' x 2', shall be provided at the Employer's premises (Town Hall), for the Union's exclusive use.

B. AGENCY FEE: All bargaining unit members who were members of the Union on the date of the ratification of this Agreement shall be required to either remain union members or pay an agency fee. All newly hired members in the bargaining unit shall be subject to the agency fee deduction.

C. DUES AND FEE DEDUCTIONS:

1. The Town agrees to deduct from the salaries of unit employees designated in the recognition clause dues for the Communications Workers of America and its affiliates and to transmit the monies to the Communications Workers of America to the address designated by them. Dues deduction authorizations shall be in writing on the proper forms issued by the Communications Workers of America.
2. The form shall require the employee to waive all rights and claims to monies so deducted and transmitted in accordance with the authorization and shall relieve the Town and all of its officers and its agents from any liability thereof.
3. The Communications Workers of America shall receive a check for its dues from the Town by the fifteenth (15th) of each month for dues collected in the preceding month.
4. If the membership organization should change the rate of its dues, the Communications Workers of America shall give the Town thirty- (30) days notice prior to the effective date of such change.
5. Deductions referred to in Paragraph "1" above shall be made in the following manner:
 - a. The total annual membership dues above shall be deducted in equal installments each pay period.
 - b. Part-time employees will have deductions made in equal installments over the number of applicable pay periods and the deductions will be pro-rated on their weekly base pay.
 - c. The Communications Workers of America shall provide the District with a list and the original signed dues deduction cards of those new employees or members who have voluntarily authorize the Town to deduct for the association named in paragraph "1" above.

6. The Communications Workers of America will provide the Town with the name of their Membership Director. The Membership Director shall handle all membership concerns.
7. The Town agrees to furnish the Union's Secretary/Treasurer, at the time it remits the dues deducted, a roster of all employees' names, addresses, social security number, weekly rate of pay, date of employment, marital status, dependents and dues deducted, or if no deduction was made, the reason for not making a deduction.

ARTICLE 4: GRIEVANCE PROCEDURE

- A. **Grievance Definition:** A grievance is defined as a claimed violation, misinterpretation or misapplication of the provisions set forth in this Agreement.
- B. Unit members are encouraged to attempt the informal resolution of grievances with their immediate supervisor. However, for a grievance to be timely for the purposes of formal grievance resolution and arbitration, the same must be filed in writing at the appropriate step of the grievance procedure within thirty (30) calendar days of the act or occurrence or knowledge of the same giving rise thereto.

C. GRIEVANCE STEPS:

STEP 1: The first formal step of the grievance procedure requires the filing of the grievance in writing, setting forth the nature of the dispute and the specific provisions of the agreement that allegedly have been violated, with the immediate supervisor or designee. The Supervisor shall conduct a grievance hearing. The Supervisor shall issue his/her answer in writing within fourteen (14) calendar days following submission of the written grievance to him/her.

STEP 2: The next step of the formal grievance procedure allows for the filing of the grievance with the Town Supervisor in the event that a satisfactory resolution has not been worked out at Step 1. A Step 2 grievance must be filed with fourteen (14) calendar days following the receipt of the Step 1 answer. The parties at their option

shall conduct a grievance hearing. The Town Supervisor's answer must be rendered in writing within fourteen (14) calendar days following the submission of the grievance to his/her office.

STEP 3: The next step of the formal grievance procedure allows for the submission of the grievance to the Town Board in the event that a satisfactory resolution has not been worked out at Step 2. A Step 3 grievance must be filed within fourteen (14) calendar days following the receipt of the Step 2 answer. The Town Board may conduct a grievance hearing at its option or render its decision based upon the materials set forth in the written grievance document. The Town Board's answer shall be rendered in writing within fourteen (14) calendar days of the Board meeting following the submission of the grievance to the Board.

STEP 4: In the event that the grievance is not resolved at an earlier step of the formal grievance procedure, the Union shall have the discretion of promoting a grievance to arbitration so long as a demand to arbitrate is made in writing and presented to the Town Clerk within thirty (30) calendar days of receipt of the Town Board's Step 3 answer.

- D. Within ten (10) working days following the date of the union's demand to arbitrate, the parties will attempt to agree upon an arbitrator. If the parties fail to agree within the ten (10) day period upon such an arbitrator, the Union shall, within five (5) working days, file the demand for arbitration, with a copy to the Town Clerk, with the American Arbitration Association. An arbitrator shall be selected pursuant to the rules of procedure of the American Arbitration Association.
- E. The decision of the Arbitrator shall be final and binding on the parties; provided, however, that the Arbitrator shall be without power to alter, amend, delete or otherwise change any of the substantive provisions of this agreement and that he/she shall not render an award which is contrary to or in violation of law.
- F. In the event that a grievance is not promoted to arbitration within one hundred twenty (120) calendar days following the date of the initial written filing, the grievance shall be deemed waived by the unit member and the Union. In the event that a grievance answer is not rendered within the time period set forth above, the

grievance shall be deemed denied and should be processed to the next step within the appropriate time frames at the option of the grievant or the Union.

- G. The parties may agree to mutually extend the time requirements set forth above.
- H. Where it would be futile to file a grievance at a lower level, a grievance may be filed directly to Step 2 or 3 depending upon the Stage at which the objectionable decision was made.
- I. The Shop Steward and other union designated representative shall be present at meetings held at all formal steps of this grievance procedure.
- J. Unless otherwise agreed, all arbitration hearings shall be held in Saugerties.

ARTICLE 5: DISCIPLINARY PROCEEDINGS

- A. With respect to unit members in the non-competitive and labor classes, the right to a pre-disciplinary hearing as described in Section 75 of the Civil Service Law, shall be extended to such employees following the anniversary date of their third (3rd) year of employment.
- B. The parties agree that the Section 75 hearing officer to be designated by the Town from a mutually agreeable panel or if the parties cannot agree one will be selected per the rules of procedure of the American Arbitration rules.

ARTICLE 6: PERSONNEL FILES

An employee shall be entitled to inspect and copy material in his personnel files at the cost of ten cents (\$.10) per copy. The Town has the right to have such review and inspection take place in the presence of a designated official. The Town shall honor the request of an employee for copies of pertinent documents from his/her file. If any material is placed in his/her personnel file, a copy of such material must be sent to the employee, who may then file a written

response of reasonable length to be attached and retained with material in question in his personnel file. If requested an employee may review his/her personal file at least once each year.

ARTICLE 7: WORK HOURS / WORKWEEK

A. The normal hours of the workweek for all full-time unit members shall be thirty-seven and one half (37 ½) hours exclusive of a lunch period. The workweek shall consist of five (5) days per week. A meal period of thirty (30) minutes shall be provided for each employee at or near the mid shift time.

The following employee's workweek shall be thirty-five (35) hours per week exclusive of lunch:

Rosemary Bach
Sheila McCarthy
Maureen Bach
Mary Beaver
Brenda Doyle
Betty Brink

All new employees hired in the above positions shall be classified as thirty-seven and one half (37 ½) hour employees.

The town office hours for all unit members shall be 8:00 a.m. to 4:00 p.m., Monday through Friday (excluding holidays) excluding Dispatchers. The Highway clerical hours shall be 7:00 a.m. to 3:00 p.m. and shall be open and staffed to the public during these hours.

A work schedule shall be prepared and administered by the Department Head, including flex hours upon approval of the Department Head and Supervisor.

B. Unit members except for police dispatchers shall not be required to work on Sundays except in emergency situations in which case the minimum call in time shall be three (3) hours and paid at the rate of time and one-half (1 ½).

C. Unit members who perform emergency work in another department shall be paid at their normal salary or hourly rate.

- D. Unit members shall be entitled to fifteen (15) minute breaks, one before and one after the meal period. The Employer shall schedule the time of breaks.

All full time/part-time employees shall document actual hours worked through use of a time clock provided by the employer. This includes all employees punching in and out for meal periods and also when leaving buildings for other than town business.

- E. Upon the approval of the Union and the Town Supervisor, the permanent shift system may be altered to a rotating shift system.

ARTICLE 8: FULL-TIME/PART-TIME EMPLOYMENT

Full-time employees shall be those defined as working thirty-seven and one half- (37.5) hours per week. Part-time employees shall be those defined as working eighteen and three quarter (18.75) hours to twenty (20) hours per week. Any employee who, in the immediately previous year, has worked in excess of eight hundred ninety (890) hours per year shall for the purposes of this Agreement, be defined as part-time employee. Any employee who works less than eight hundred and ninety (890) hours in the previous year shall not be eligible for benefits under the provisions of this Agreement. The Town shall continue its uniform policy with respect to part-time employees.

ARTICLE 9: ASSIGNABLE WORK

1. The parties agree that unit members may be assigned to duties that have been assigned to them in the past due to the need for flexibility in meeting the needs of the services provided to the public.
2. No employee shall be paid at the rate lower than his/her primary classification. When an employee is assigned work in a higher classification in excess of three (3) workdays, he/she will be paid at the higher classification rate.
3. The Employer shall provide the Union with job descriptions for all bargaining unit members.

ARTICLE 10: OVERTIME

A. Overtime shall be paid after working thirty-seven and one half (37 ½) hours per week of the time actually worked, exclusive of meal periods. For employees working thirty-five (35) hours per week, they shall be compensated at their regular rate of pay or compensatory time at the employee's option for two and one half (2-½) hours worked in excess of thirty-five (35) hours per week. Starting January 1, 2006 a cap of sixty (60) hours will be adhered to and must be either used in time off or monetarily compensated for in the calendar year it is earned. After a request for comp time is presented at least twenty-four (24) hours prior and no more than five (5) days prior to the day being requested, the shift will be offered to part time dispatchers first, part time qualified officers second and then full time dispatchers third and if no one is available from these three groups the request will be denied.

Approval for all accrued unused comp time should be calculated by December 1st, of the calendar year.

- B. Overtime compensation shall be paid in the regular payroll week within a one (1) week lag.**
- C. Overtime shall be distributed as equitably as possible within the given work requirements of the unit.
- D. Overtime hours shall be offered to employees in a work unit on a rotating basis, starting with the employee who is most senior and qualified to perform the work. Employees required to work on the sixth (6th) or seventh (7th) day of their regularly scheduled workweek, shall be paid at the rate of time and one-half (1 ½) for all hours worked.
- E. For the purpose of computing overtime, paid holidays, personal leave days and vacation days shall count as if time worked.
- F. All call-ins shall be for a minimum of three (3) hours paid at the premium rate of time and one-half (1 ½). Where call-ins require work in excess of five (5) hours, a meal allowance shall be provided at the rate of five dollars (\$5.00) for breakfast and ten dollars (\$10.00) for dinner.**

G. When the Town resorts to the call-in procedure; a rotational list of full time unit members followed by part time unit members by job classification shall be employed. If there are no volunteers from the list, the Town may utilize non-unit members to perform the work.

ARTICLE 11: UNIFORMS (POLICE DISPATCHERS)

The Employer agrees to maintain uniform service provided for full time police dispatchers at four hundred dollars (\$400.00) for the initial or replacement uniform each year until each dispatcher has accumulated a combination of five (5) summer shirts (town polo's)-pants, five (5) winter shirts-pants, winter jacket, summer jacket, two pair of shoes and two ties at which time the Town will then replace item for item when necessary for a dispatcher to replenish their allotted stock quota in addition to allowing **three hundred twenty-five dollars (\$325.00) a year for cleaning.** Receipts will be processed quarterly. The Town shall continue to provide collar brass and shields. The department head approves all reimbursements for uniform replacement.

Part timers on probation (three months) will be given two shirts or (town polo's)/two pants and one tie.

The Employer agrees to maintain uniform service provided for part time police dispatchers at two hundred dollars (\$200.00) for the initial or replacement uniform each year until each dispatcher has accumulated three (3) summer shirts (insignia tees)-pants, three (3) winter shirts-pants, winter jacket, summer jacket, one pair of shoes and one tie at which time the Town will then replace item for item when necessary for a dispatcher to replenish their allotted stock quota in addition to allowing **one-hundred and seventy-five dollars (\$175.00) a year for cleaning.** Receipts will be processed annually if the employee completes a minimum of fifty-two (52) shifts. The Town shall continue to provide collar brass and shields. The department head approves all reimbursements for uniform replacement.

All Brass and uniforms must be returned upon retirement, resigning or termination from employment.

ARTICLE 12: EMPLOYMENT POSTINGS

- A. The Town shall post all job vacancies in bargaining unit positions for a period of at least ten (10) days prior to permanently filling the same. The postings shall be placed on the bulletin boards provided for in Article 3.
- B. Such postings shall be placed on the bulletin board at or before the time of releasing the same to the newspaper for publication.

ARTICLE 13: HOLIDAYS

- A. The legal paid holidays to be observed under this Agreement for full-time employees are as follows:

New Year's Day
Martin Luther King
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving (except Dispatchers)
Christmas Day

When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. While part-time employees are not entitled to holiday pay, if they do work on a holiday, they shall be entitled to receive pay at the rate of time and one-half (1 ½).

- B. In the event that an employee is required to work on any scheduled holiday, payment for such time worked shall be at the

rate of time and one half (1-1/2) the employee's hourly rate, plus regular compensation for the holiday.

- C. Full-time dispatchers will receive Easter in lieu of the day after Thanksgiving.
- D. Full time Dispatchers will have the option to take regular pay and compensatory time off in lieu of overtime payment on any holiday that is worked (eight <8> hours overtime would equal twelve <12> hours time off accrued). Scheduling time off from an accrual of compensatory time will be requested in advance and must be approved by the department head.
- E. Part time / per diem dispatchers who work on a recognized holiday as listed in Section A shall be entitled to receive pay at the rate of one and one half (1 ½) the employee's hourly rate.

ARTICLE 14: VACATION

- A. Full-time employees shall be entitled to vacation time with pay as follows:

One (1) week for employees hired on or after July 1 to be taken during the next calendar year.

Two (2) weeks for employees hired on or before June 30 to be taken during the next calendar year.

Two (2) weeks after one (1) calendar year of employment.

Three (3) weeks after four (4) calendar years of employment

Four (4) weeks after fourteen (14) calendar years of employment.

Four (4) weeks and two (2) days after 20 years of employment.

Four (4) weeks and four (4) days after 25 Years of employment.

- B. Permanent part-time employees shall be entitled to vacation time after having service for one (1) full calendar year to be equivalent

to the average hours worked during the previous year (total hours worked in the previous 12 months divided by 52 weeks).

- C. Entitlement to vacation days shall accrue on a pro-rated basis, commencing with the first full calendar year of employment.
- D. Vacation schedules shall be planned on or before January 30th each year. Employees shall submit their Vacation Schedule Requests to their supervisors, in writing, on or before January 15th for that calendar year.
- E. Under normal circumstances, vacation-scheduling preference shall be given on a seniority basis within job title or classification. Vacation scheduling shall also be subject to the business requirements of the Employer.
- F. Upon the approval of the Town Board, in extraordinary situations, up to one (1) week of accrued vacation time may be carried forward from one year to the next. Any unused vacation in excess of one (1) week, as referred above, resulting from the work directives of the Employer shall be paid for at the end of the applicable calendar year.
- G. Vacation exchanges among employees in the bargaining unit or modifications of an employee's vacation schedule shall be allowed at the discretion of the department head.
- H. Upon separation or retirement from the Town, an employee shall be entitled to remaining unused vacation allowances for the current year, if any.

ARTICLE 15: SICK LEAVE

- A. Full-time employees in the bargaining unit shall earn one (1) day per month from the date of employment for the purpose of sick leave with pay. Such days may be accumulated for the purposes of sick leave with pay. Such days may be accumulated for the purposes of sick leave utilization to a maximum of one hundred twenty (120) days. For the purposes of section 41J of the New York State Retirement System and Social Security law, employees may accumulate up to a maximum of one hundred sixty-five (165) days. Up to three (3) days of an employee's annual allotment of

sick leave may be used for illness of a family member whom they provide care for. Such days shall be recorded as "FLS" in the Town's record. Dispatchers who were hired on or before August 1, 1990 shall continue to accrue sick leave at the rate of one and one half (1 ½) days per month totaling eighteen (18) days per year and shall be entitled to an additional personal leave day that is provided for in Article 17, Section A. Sick time is to be used for no other reason than for illness and or corrective medical professional procedures.

- B. An employee who does not elect to apply sick leave as provided in Section 41J of the Retirement and Social Security Law shall, at the time of termination of employment, be paid twenty-five percent (25%) of the accumulated days at the employees current rate of pay. For the purposes of this Section, an employee may accumulate no more then one hundred twenty (120) days of sick leave.
- C. The Town may, at its option, require any employee who has been absent from work four (4) or more times during any calendar year, each absence being one (1) or more days, or who has been absent for five (5) or more consecutive days, to go to the Town's designated physician for a physical examination. The cost of such examination shall be borne by the Town.
- D. Any employee who elects not to participate in 41(J), and has accumulated the maximum of one hundred and twenty (120) sick days will at the end of each year, be compensated for the years unused sick days at the rate of twenty-five percent (25%).
- E. Anyone participating in the 41(j) and after they have reached the one hundred and sixty-five day maximum as outline in section D will be compensated at the end of each year at twenty-five percent (25%) rate.
- F. The Town of Saugerties and CWA 1120 agree to set up a committee represented by both sides to draft up a sick bank that can be utilized by the bargaining unit.

ARTICLE 16: BEREAVEMENT

- A. In the event of a death in an employee's immediate family, three (3) consecutive workdays leave shall be granted to the employee commencing the day after the death occurs. If a holiday, weekend, or regularly scheduled day off falls during this three (3) day period, this does not count as a bereavement day. This ensures the employee gets three (3) full bereavement days to grieve. For the purpose of this Agreement, "immediate" family shall include and be limited to the employee's spouse, mother, father, step-parent, grandparent, sister, brother, child, step-child, grandchild, as well as, the mother or father of the employee's spouse, and any person residing within the immediate household of the employee, or under the immediate care of the employee.
- B. Employees will be allowed one (1) workday to be charged to bereavement in the case of a death of an aunt, uncle, brother-in-law or sister-in-law.

More time off with pay may be granted with the approval of the Town Board or its designee. The employer may request the employee to submit proof of death for the purpose of payment under this provision.

ARTICLE 17: OCCUPATIONAL INJURY

- A. An occupational injury shall occur when an employee suffers injury arising out of and in the course of employment with the Town, a leave of absence for at least twelve (12) months consistent with Section 71 of the Civil Service Law shall be granted in the event of an occupational injury whereupon said employee shall be entitled to utilize sick leave pay and disability benefits as provided for by the Town as well as all other accrued days. Upon presentation of a written opinion from the examining physician, or at the Employer's option by the Town's physician at the Town's expense, in said proceedings that said employee is able to return to work and fully perform the duties set forth in his job classification, said employee shall be restored to his original job classification and shift at the appropriate rate of pay with no loss of seniority.

- B. In the event of any injury covered by Workers' Compensation, the Town shall make normal salary payments to the unit member to the extent of the unit member's accumulated sick leave and the Town shall receive the advance salary payment reimbursement from Workers' Compensation Insurance. Upon receipt of such reimbursement, the Town shall reinstate the unit members' sick leave on a pro-rated basis (i.e., ratio based upon the value of the workers' compensation per diem reimbursement to a day's pay).

ARTICLE 18: LEAVE OF ABSENCE

A. Personal Leave:

1. All unit members shall be entitled to up to three (3) days of personal leave with pay to be granted upon request to the department head or supervisor at least twenty-four (24) hours in advance. Such personal leave shall not be deducted from sick leave or vacation pay. This notice shall be in writing when practical unless emergency situations compel otherwise. Where a conflict may arise so far as personal leave is concerned, emergencies will be given preference.
2. One (1) personal leave day shall be without the requirement of reasons being stated and the remaining personal leave days shall be subject to the requirement of attending to personal business that the employee cannot accomplish other than during the time of his/her work hours.
3. Unit members may request personal leave without pay for one (1) or more days subject to the approval of the Town Board or its designee.

B. Child Care Leave:

Unit members may apply for a childcare leave of absence for attending to a newborn or adopted child under the age of five (5) years. Application must be made at least ninety (90) days in advance, in writing, setting forth the commencement and termination dates which shall be either three (3) months or six (6) months in duration. In the event that a unit member desires to commence childcare leave prior to the birth of the child, and if said Employee is

not yet pregnancy disabled, the entire period of leave shall be without compensation.

ARTICLE 19: JURY DUTY

- A. Unit members shall be entitled to time off without loss of pay for performing jury duty. However, in the event that said employee is released from jury duty responsibilities two (2) or more hours before the end of his scheduled work shift, said employee shall be required to report to work for the remainder of the work shift.
- B. The employee shall be required to reimburse the Town the amount of jury duty pay received, except for mileage and meal allowances, if any. In the event that the employee fails to repay within one (1) week of the receipt of the check from the Court, the Employer, without the requirement of a hearing, shall be entitled to recoup such amounts through payroll deductions.

ARTICLE 20: HEALTH INSURANCE

- A. All employees hired prior to April 10, 1997, and their dependents, will join the MVP Health Plan. The employer shall pay one hundred (100%) of the premiums. In addition, the Employer shall provide dental coverage for all employees hired prior to April 10, 1997, and their dependents covered by this agreement, and shall pay one hundred (100%) of the premiums.
- B. All employees hired after April 10, 1997, and their dependents covered by this Agreement hired, shall be required to join the MVP Health Insurance Plan and will also be required to pay ten percent (10%) of the premiums. In addition, all employees hired after April 10, 1997, and their dependents covered by this Agreement shall be covered under the dental plan and shall contribute ten percent (10%) of the premiums.
- C. The Employer will make every effort to maintain equal coverage but reserves the right to seek a carrier change. The Employer will offer employees a \$1,000.00 buyout for those who wish to take advantage of this option, provided that the spouse maintains insurance.

D. For those full-time employees who were employed by the Town for ten (10) consecutive years and who retire from service with a pension, the Town shall provide ten thousand dollars (\$10,000.00) to use by said retiree to pay for the premium cost of health insurance upon retirement, which shall be administered by the Town. The Town shall provide the employee with a yearly statement, which will notify the retiree of the amount of money remaining in the retiree's account. The retiree shall notify the Town of the amount that the retiree wishes to be applied toward the monthly health insurance premium on a yearly basis. If the retiree passes away prior to exhaustion of the ten thousand dollars (\$10,000.00), the remainder in the retiree's account shall revert back to the Town and may not be used by the retiree spouse or dependents. In no event shall the account be paid in cash to the retiree or the retiree's dependents.

E. The Town shall not be responsible for any changes in health insurance co-pays or benefits which are imposed by the insurance carrier.

ARTICLE 21: DISABILITY INSURANCE

A. The employer shall maintain New York State Disability Insurance coverage for employees in the bargaining unit during the term of this Agreement.

B. The employer shall maintain the \$10,000 Life Insurance coverage for employees in the bargaining unit during the term of this Agreement.

ARTICLE 22: RETIREMENT

All Employees in the bargaining unit who are members of the New York State Retirement System shall be entitled to benefits under Section 75-C of the New York State Retirement Law. Any change in the retirement plan shall be subject to negotiations between the parties.

ARTICLE 23: SENIORITY/LAY-OFF & RECALL

- A. Unit members in the non-competitive and labor classes under the Civil Service Law shall accrue seniority based upon time worked within their job classifications.
- B. In the event that it becomes necessary to reduce the non-competitive or labor class workforces, layoffs shall be accomplished by following the inverse order of seniority within job classifications.
- C. Laid off employees in the non-competitive and labor classes shall be entitled to recall to the position in the job classification from which they were laid off in seniority order for a period of two (2) years.
- D. In the event that a position in the bargaining unit becomes open for permanent appointment, regardless of the job classification of previous employment, qualified unit members who are on lay off lists shall be entitled to appointment to such positions if qualified under civil service to perform the job duties.
- E. The right to track prior periods of service for seniority computation purposes shall correspond to rights afforded under County Personnel Rules.
- F. Competitive class Civil Service Employees shall be entitled to seniority, lay-off and recall rights as set forth in the statutory provisions of the Civil Service Law. Understanding the complexities of said law, the parties agree that matters involving seniority determination, lay-offs and recalls under said law should not be subject to arbitration pursuant to the provisions of this Agreement.
- G. Laid off employees will have priority rehire rights within the Town, for such positions that employees are qualified for. The Town Board upon written documentation shall make the determination of qualification. The Town Board's decision on qualifications shall not be subject to change by an arbitrator's remedy.
- H. The employer will calculate any part timer's seniority going to

full time by taking total hours worked since they were employed and dividing the total by the appropriate number of hours for the job title 2080 or 1950 hours to find the total years to be credited for seniority. Any full time employee(s) with the same amount of time will be considered the most senior of the two. For all other purposes in this contract any part time employee hired after January 1, 2005 will be eligible for service credit to be applied to all other purposes of this contract.

- I. If rehired within the Town of Saugerties, any past employee who left in good standing or takes a leave of absence for a year will have their years of service bridged on the completion of their third year of continuous service.

ARTICLE 24: SAFETY & HEALTH

The parties agree that safe and healthful working conditions are important work place concerns. In the event that a safety or health concern arises, the parties agree to establish a meeting between themselves or their designees to review the same. Employees shall not be required to operate motor vehicles that have not passed New York State inspection requirements.

ARTICLE 25: JOB RELATED TRAINING

At the discretion of the Town Board, unit members may be allowed or directed to attend training seminars or job related training pertaining to their Clerical or Police Dispatchers positions. Under such circumstances, the Town will pay for all expenses involved to the extent allowed by law (Section 77-B General Municipal Law). All time spent training will be treated as time worked providing this time will not result in or cause overtime. The training must be during regular hours or the employee may use comp time.

ARTICLE 26: SALARIES & WAGES

A. All employees will receive an annual pay raise of three and one-half percent (3.5%) on January 1, 2008; three percent (3.0%) January 1, 2009, and three percent (3.0%) January 1, 2010. All

raises will be retro back to January 1st of 2008 in the first year of the contract.

B. Deleted.

C. Employees reaching their 1st anniversary through their 4th anniversary will receive \$150.00 for longevity payments. Employees reaching their 5th anniversary shall receive an increase up to \$200.00 for their longevity payment and this amount will increase by \$200.00 for each additional year of service to a maximum of \$5,000.00 at their 29th anniversary at which point it becomes fixed for any additional years served.

D. At the signing of the contract, all employees who have already reached their anniversary dates will receive any retro adjustments to make them whole under the scheduled listed below.

Any Employee who presently is over the rate from the 1st anniversary thru any other step will be grand fathered until they reach their next bump on the appropriate anniversary.

1 st Anniversary \$150	16 th Anniversary \$2,400
2 nd Anniversary \$150	17 th Anniversary \$2,600
3 rd Anniversary \$150	18 th Anniversary \$2,800
4 th Anniversary \$150	19 th Anniversary \$3,000
5 th Anniversary \$200	20 th Anniversary \$3,200
6 th Anniversary \$400	21 st Anniversary \$3,400
7 th Anniversary \$600	22 nd Anniversary \$3,600
8 th Anniversary \$800	23 rd Anniversary \$3,800
9 th Anniversary \$1,000	24 th Anniversary \$4,000
10 th Anniversary \$1,200	25 th Anniversary \$4,200
11 th Anniversary \$1,400	26 th Anniversary \$4,400
12 th Anniversary \$1,600	27 th Anniversary \$4,600
13 th Anniversary \$1,800	28 th Anniversary \$4,800
14 th Anniversary \$2,000	29 th Anniversary \$5,000
15 th Anniversary \$2,200	

E. Entry level salaries:

Full time starting salary for clerical employees at 37 ½ hours a week will be set at \$13.00 per hour.

Full time starting salary for dispatch employees at 37 ½ hours a week will be set at \$14.50 per hour.

F. Part Time Dispatchers Salary Schedule:

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Start	\$14.00	\$14.50	\$15.00
1 year	\$14.50	\$15.00	\$15.50
2 years	\$15.00	\$15.50	\$16.00
3 years	\$15.50	\$16.00	\$16.50

G. Permanent Part/Time Clerical/Land/Sewer

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Start	\$13.00	\$13.50	\$14.00

H. Seasonal Part/Time Clerical/Land/Sewer

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Start	\$12.50	\$13.00	\$13.50

I. Shift differential pay will be an additional fifty cents (\$.50) an hour for 11PM to 7AM shift for dispatchers.

ARTICLE 27: AUTOMOTIVE EXPENSES

Mileage Allowance: Whenever an individual employee is requested and authorized to use his privately owned vehicle on behalf of the Town, then the Town shall reimburse the employee at the IRS rate. The Town shall reimburse the employee for all parking fees and tolls incurred.

ARTICLE 28: SAVINGS CLAUSE

If any provision of this Agreement shall be declared illegal, the remaining provisions of the Agreement shall remain in full force and

effect. Upon the request of either party, negotiations shall be reopened with respect to the subject matter declared illegal herein.

ARTICLE 29: EFFECTIVE LAW

If any provisions of this Agreement require adoption or modification of the rules and regulations of the Civil Service System to become effective, or require the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions will become effective only after the necessary action or rule modification is enacted, and that such parties may jointly seek, if feasible, the enactment of such action on rule modification.

ARTICLE 30: SUBSTANCE ABUSE

There shall be no use of alcoholic beverages and/or drugs during working hours, other than prescription drugs and/or medication. No employee shall report to work and/or perform town duties while under the influence of alcohol and/or drugs.

Employees in the bargaining unit who operate town vehicles or operate their own vehicle for town business shall be subject to random drug and alcohol testing in accordance with the Federal CDL testing procedures.

All employees covered in this Memorandum of Agreement and required to participate shall abide by the rules as set forth in the booklet entitled "*Controlled Substance and Alcohol Use & Testing*". As part of pre-employment, each new employee shall be required to submit to testing as outlined on page 8 of said book.

All employees are required to submit to the drug / alcohol testing due to an accident involving use of Town equipment for which they are not at fault, shall upon completion of the test be allowed to return to work for assignment to a non-sensitive duty, without loss of pay, pending the results of the test being negative. Should the test be positive, the employee may be suspended without pay and requested to enroll in a subscribed program as set forth by the Employee Assistance Program (EAP). The employee will not be allowed to return to work until a letter of recommendation from the EAP to the

Town Department head or designee authorizing the same. The employee will be placed on probation until such time when all requirements are completed, as outlined in the EAP booklet. Non-compliance of the EAP program and failure to follow said EAP program can or may be grounds for suspension and or termination of employment.

All costs incurred by the Town for any drug / alcohol testing will be paid in full by the Town. The Town will request split sampling vs. sampling when submitting an employee to testing.

ARTICLE 31: RETIREMENT/SEPARATION CLAUSE

The Town of Saugerties and CWA 1120 agree to set up a committee represented by both sides to draft up appropriate language that will be utilized in the bargaining unit when an employee leaves the employment of the town (retirement, separation, death).

ARTICLE 32: APPRAISALS

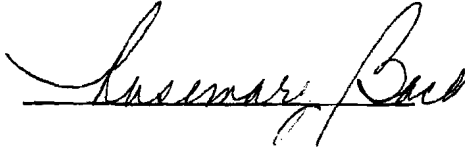
The Town of Saugerties and CWA 1120 agree to set up a committee represented by both sides to draft up appraisals that can be utilized in the bargaining unit for the purpose of identifying areas that the town can assist employees in doing their jobs better.

ARTICLE 33: DURATION

This collective bargaining agreement shall be effective as of January 1st, 2008 and shall continue in effect until December 31st, 2010. This agreement shall officially terminate on January 1st 2011.

SO AGREED this 2nd day of September 2008.

Communications Workers
Of America Local 1120



Town of Saugerties

